

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,)	Civil Action No. 1:23-cv-228 (GTS/CFH)
)	
Plaintiff,)	
)	
v.)	
)	
Real property commonly known as 1766)	
South Shore Road, Hadley, New York)	
12835,)	
Defendant.)	

STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, this Stipulation and Settlement Agreement is entered into by and between the United States of America, acting through United States Attorney Carla B. Freedman and Assistant United States Attorney Elizabeth A. Conger, and Gerald and Traci Hackstadt (the “Claimants”), collectively referred to as “the Parties”;

WHEREAS, on February 21, 2023, the government, brought this *in rem* action against the real property commonly known as 1766 South Shore Road, Hadley, New York 12835 (the “Defendant Real Property”), pursuant to 18 U.S.C. §§ 981(a)(1)(A) and (C) as the proceeds of, and property involved in, violations of 18 U.S.C. §§ 1343 (wire fraud), 1956 (money laundering) and 1957 (engaging in monetary transactions in property derived from specified unlawful activity), and Rule G of the Supplemental Rules for Certain Admiralty or Maritime Claims and Asset Forfeiture Actions (“Supplemental Rule G”), (ECF No. 1);

WHEREAS, on May 5, 2023, the Claimants filed an Answer to the government’s complaint by and through their counsel, Attorney Gregory J. Teresi, of Bartlett, Pontiff, Stewart & Rhodes, P.C., claiming ownership of the Defendant Real Property, (ECF No. 17);

WHEREAS, neither Claimant has filed a verified claim to the Defendant Real Property as is required by Supplemental Rule G(5)(a); and

WHEREAS, the Parties, desiring settlement of this matter without the need for further litigation, agree to resolve this matter pursuant to the following terms;

IT IS AGREED AND STIPULATED that:

1. The Claimants agree to pay the United States of America \$190,000 in U.S. currency in lieu of the forfeiture of the Defendant Real Property.

2. Payment of the \$190,000 in U.S. currency to the United States of America shall be made through a single payment paid to the United States on or before September 13, 2023 in the following manner: by check payable to the U.S. Marshals Service and mailed to United States Marshals Service, Northern District of New York, PO Box 7260, 100 South Clinton Street, Syracuse, New York 13261, to the attention of Yolanda Brzostowski, District Asset Forfeiture Coordinator.

3. The Parties agree to the immediate stay of the matter as of the effective date of this Stipulation and Settlement Agreement, including the stay of any future impending filing deadlines, including, but not limited to, the July 5, 2023 deadline for the United States to file its response to the Claimants' counterclaims set forth in the Claimants' Answer.

4. The Parties further agree that the matter shall be automatically unstayed on September 14, 2023.

5. Upon receipt of Claimants' payment of \$190,000 in U.S. currency on or before September 13, 2023, the United States will agree to the Claimants' filing of their late claims to the Defendant Real Property.

6. Once the Claimants have filed their late claims, the United States will then move the Court for an Order Barring All Further Claims in this matter, other than the claims filed by the Claimants.

7. Upon the issuance of an Order Barring All Further Claims, the United States will submit to the Court a proposed Order of Forfeiture and Judgment for the forfeiture of the \$190,000 in lieu of the forfeiture of the Defendant Real Property.

8. Upon the issuance of an Order of Forfeiture and Judgement, the United States will file for a release of the *lis pendens* filed upon the Defendant Real Property in the county where the Defendant Real Property sits and, upon receipt of said release, will file notice of the release of the *lis pendens* on the docket in the above-captioned matter.

9. The Claimants agree that they have not substantially prevailed in this matter.

10. This Stipulation and Settlement Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation and Settlement Agreement is the United States District Court for the Northern District of New York.

11. For purposes of construing this Stipulation and Settlement Agreement, it shall be deemed to have been drafted by all Parties to this Stipulation and Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. The Claimants hereby release and forever discharge the United States, its Agencies, their officers, agents, servants and employees, as well as their heirs, successors, or assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands whatsoever in law or equity which they or their successors, or assigns ever had, now have, or may have in the future in connection with the above-captioned civil forfeiture matter.

13. The Claimants further agree to indemnify, hold harmless, and save the United States, its Agencies, their officers, agents, servants and employees, and their heirs, successors, or assigns, from any other claims or litigation, including costs and expenses for or on account of any

lawsuits or claims of any character whatsoever in connection with the above-captioned civil forfeiture matter.

14. This Stipulation and Settlement Agreement constitutes the complete agreement between the Parties and may not be amended except by written consent of the Parties.

15. The undersigned parties and individuals represent and warrant that they are fully authorized to execute this Stipulation and Settlement Agreement on behalf of the persons and entities indicated below.

16. This Stipulation and Settlement Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation and Settlement Agreement.

17. This Stipulation and Settlement Agreement is binding on the Claimants' successors, transferees, heirs, and assigns.

18. If payment of the \$190,000 in U.S. currency is not made by the September 13, 2023 deadline pursuant to the terms set forth herein, the United States may, at its option, declare the Claimants to be in breach of the Stipulation and Settlement Agreement in a Status Report filed with the Court, and request the Court's issuance of a renewed deadline for the filing of its responses to the Claimants' counterclaims set forth in the Claimants' Answer and a resumption of the civil forfeiture proceedings against the Defendant Real Property.

19. The Claimants' breach of the Stipulation and Settlement Agreement shall render null and void the government's requirement to perform any of its obligations set forth in paragraphs 5 through 8, *supra*.

19. This Stipulation and Settlement Agreement shall be effective as of the last date on which the Parties sign on the lines provided below.

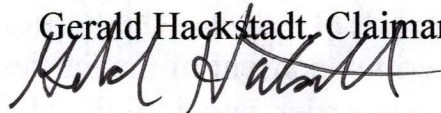
Executed this day of , 2023.

CARLA B. FREEDMAN
United States Attorney,
N.D.N.Y.
100 South Clinton Street
Syracuse, New York 13261-
7198

Elizabeth A. Conger
Assistant United
States Attorney
Bar Roll No. 520872

Executed this 28 day of June , 2023.

Gerald Hackstadt, Claimant



Executed this 28 day of June, 2023.

Traci Hackstadt, Claimant



Executed this 28 day of June , 2023.

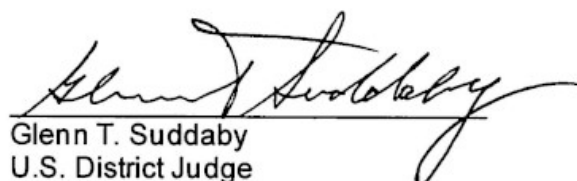
Gregory J. Teresi, Esq.,

Bartlett, Pontiff, Stewart &
Rhodes, P.C.

Attorneys for Claimants
One Washington Street
P.O. Box 2168
Glens Falls, New York 12801
Bar Roll No. 513693

SO ORDERED:

June 30, 2023


Glenn T. Suddaby
U.S. District Judge

Judge

Executed this 28th day of June, 2023.

CARLA B. FREEDMAN
United States Attorney, N.D.N.Y.
100 South Clinton Street
Syracuse, New York 13261-7198

Elizabeth A. Conger
Elizabeth A. Conger
Assistant United States Attorney
Bar Roll No. 520872

Executed this ____ day of _____, 2023.

Gerald Hackstadt, Claimant

Executed this ____ day of _____, 2023.

Traci Hackstadt, Claimant

Executed this ____ day of _____, 2023.

Gregory J. Teresi, Esq.,
Bartlett, Pontiff, Stewart & Rhodes, P.C.
Attorneys for Claimants
One Washington Street
P.O. Box 2168
Glens Falls, New York 12801
Bar Roll No. 513693

SO ORDERED:

Hon. Glenn T. Suddaby
United States District Court Judge

Dated: _____, 2023
Syracuse, New York